

That in the alternative, the Defendants claim ownership of said lot by virtue of adverse possession thereof.

That the said Defendants state that the Plaintiff is not a truly bonafide purchaser of the real estate in controversy and reference is hereby made to the Acknowledgment of Purchase executed by John E. Harvey, as Purchaser, and the Personal Representatives under the Estate of David Grafton Tyler, as Sellers, which states as follows:

"Subject to parcel III having title cleared at Purchaser's expense. If only portion is cleared, purchaser has option to purchase at pro-rated price based on \$7800.00 for that lot".

That the said Defendants have been in actual possession of said mountain ground from date of their purchase on September 26, 1928 to the present time; that said Defendants took possession of said mountain lot as of the date of purchase and that no one, including Plaintiff and/or his predecessors in title, from the year 1928 to the present time, have cut and/or removed timber therefrom, nor have they exercised any acts of ownership whatsoever regarding said mountain lot, and exclusive possession thereof has been and remained in the Defendants.

That said Defendants have continuously paid real estate taxes on said mountain lot and have, for said period of time, continuously and uninterruptedly cut and removed timber therefrom for the purpose of obtaining lumber and firewood.

WHEREFORE, YOUR DEFENDANTS PRAY:

That your Honorable Court will pass a Decree declaring that said Defendants have a good and marketable, fee simple title to said mountain lot containing 5 acres 2 roods and 34 sq. perches of land, more or less.